

POWERS & GREENGARD

David Werking

December 17, 2019

VIA ELECTRONIC MAIL

Re: Malicious Destruction of Personal Property Matter

The Carriage House
509 Franklin
Grand Haven MI 49417

Phone: (616) 512-5474
Facsimile: (616) 743-5917
E-mail: mgreengard@powersgreengard.com
www.powersgreengard.com

Licensed in Michigan and Illinois

Dear David:

I am pleased that you have asked me to represent you. This letter describes the basis on which my firm will provide legal services. I appreciate the opportunity to assist you, and look forward to working with you.

1. Client; scope of representation. My client in this matter will be you. I will act as counsel in any matter you refer to me. Right now, this is limited solely to the dispute with your parents regarding their alleged destruction of your personal property.

2. Conclusion of representation; retention and disposition of documents. The Client or I may terminate the engagement at any time for any reason by written notice. Specifically, for this matter, Client and I have agreed that my representation will NOT extend into any filing of a lawsuit, or related court documents. Client and I have agreed that I will handle negotiations with his parents, as well as the production of a first round of litigation documents (specifically and limited to the lawsuit, discovery, and a motion for summary disposition).

At your request, I will return your respective papers and property on receipt of payment for outstanding fees and costs. I will retain our own files pertaining to the matter, including for example firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to dispose of any documents or other materials we retain within a reasonable time after termination of the engagement.

The Client may terminate me as its lawyer at any time or I may withdraw as

counsel, subject in each case to the provisions of this letter and any required court approval, and subject to payment of our fees and expenses as described below. If the Client requests me to withdraw, these fees and expenses will include time spent seeking court approval of the withdrawal and transitioning the case to replacement counsel.

3. Postengagement matters. The Client has engage me to represent it in this specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could affect the Client's future rights or liabilities. Unless the Client seeks additional advice from us on issues arising from the matter, the firm undertakes no continuing obligation to advise you regarding future legal developments.

4. Law firm's charges. My charges are based on professional time expended, plus out-of-pocket expenses incurred. In light of the client's financial needs,, I have reduced my hourly rate for this matter to \$125, and my paralegal to \$50 an hour. In the final bill, however, all previous hours billed will be adjusted to \$200 and \$75, respectively. Client has paid me a retainer of \$1500. It is my belief that the retainer should cover most, if not all, of the expenses of litigation up to filing of the lawsuit. Hourly rates are subject to change from time to time, usually at the end of each year. Rates may be adjusted to reflect the complexity of the matter handled and the expertise involved, with fractions of hours computed in periods of not less than 15 minutes.

Time is charged for work performed on behalf of the Client, such as preparation or review of documents, meetings, telephone consultations, research, drafting, negotiations, appearance in court, or the like. My absence from the office on behalf of the Client will be charged at the same hourly rate. Out-of-pocket expenses directly attributable to the Client, such as photocopying, computer-assisted research, facsimile transmissions, long-distance telephone charges, and the like, will be charged to your account. I will advise you of any foreseeable expenses that are significant.

You will be billed monthly so that you will have an opportunity to monitor costs. You should feel free to call me at any time to discuss our billing procedure, the description of legal services appearing on your bills, and the charges for such services. Payment for the fees and costs set forth in invoices are due within 30 days after receipt.

Once again, I am pleased to have this opportunity. Please call me if you have any questions or comments concerning these terms of representation.

Sincerely,

Dated: December 17, 2019

Miles Greengard

Agreed and accepted:

By _____